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Settlement Letter Sent from
Plaintiff to Chen on August
18, 2021

August 18, 2021

Attorneys Shayne and Schrier
SHAYNE LAW GROUP, P.C.
64 Fulton St.
Suite 1000
New York, NY 10038

**THE FOLLOWING SETTLEMENT DISCUSSION IS MADE PURSUANT TO
RULE 408 OF THE FEDERAL RULES OF EVIDENCE**

Dear Mr. Shayne and Mr. Schrier:

We strongly oppose your proposal to empty the containers at this time, especially in light of our pending discovery motion with the Court, which should clarify the outstanding evidentiary issues relating to the detained inventory. Devanning the containers now will only create the risk of spoliation and lost cargo—it will be exceedingly difficult to account for and locate loose cartons in a warehouse later. I'm sure you can understand our position, since, without a court order, you were strictly against breaking the containers' seals only a few months ago.

Additionally, we will file motions for partial summary judgment with respect to at least some of our claims in the coming weeks. Ameriway's conversion, fraud, and RICO claims are compelling for the reasons outlined in our previous Settlement Offer, and your lien defense is legally and factually baseless. Therefore, we are confident that we can resolve critical issues at the summary judgment stage.

Nevertheless, we fully understand your client's desire to minimize storage and legal fees – this case will likely continue for (at least) another eighteen months. And Chen is likely to lose significantly more at trial.

Accordingly, to resolve this case expeditiously, we'd like to propose a new offer:

- Chen pays Ameriway \$90,000 in light of her liability under the RICO fraud and conversion claims outlined in our previous Settlement Offer dated February 9, 2021;
- Chen returns the containers to locations specified by Ameriway at Chen's expense;
- A mutual claim release with respect to any customs brokerage business performed by Chen for Ameriway or Eagle during the parties' entire relationship.

We look forward to hearing a response, and reaffirm our willingness to mediate this dispute. But note: this offer and all previous offers will expire once our Summary Judgment Motions are filed.

Sincerely,

STRATUM LAW LLC



By: _____
Pete Wolfgram
Attorney for Plaintiff